not constitute value unless the holder parted with something, if not with the debt, at least with the right to sue upon it for some determinate period. *Bank of America* v. *Waydell,* 92 N. Y. Supp. 666.

CARRIERS—TICKET NOT CONCLUSIVE EVIDENCE OF CONTRACT OF CARRIAGE.—The station agent of defendant company sold plaintiff a ticket which had printed upon its face the words, "Station stamped on back," but the agent failed to stamp it. The plaintiff boarded defendant's train, and later when the conductor came, offered him the unstamped ticket. The conductor, in accordance with an order of the superintendent, refused to accept it, and upon failure of the plaintiff to pay cash fare he was ejected. Plaintiff brings this action for the wrongful expulsion. *Held,* plaintiff should recover damages resulting from such expulsion. *Norman* v. *Carolina Ry. Co.,* (N. C. 1913) 77 S. E. 345.

The rule obtains in a number of jurisdictions that the face of a ticket presented by a passenger is, as to the conductor, conclusive of the terms of the contract of carriage between the passenger and the railroad company, and hence, if the ticket does not entitle the passenger to be on the train, he must establish his right to be there by payment of fare, or submit to ejection. *Shelton* v. *Erie Ry. Co.,* 73 N. J. L. 558, 9 Ann. Cas. 899; *McGhee* v. *Reynolds,* 117 Ala. 413, 23 So. 68; *Morse* v. *Southern Ry. Co.,* 102 Ga. 302, 29 S. E. 865; *Pittsburg C. C. & St. L. R. Co.* v. *Daniels,* 90 Ill. App. 154; *Brown* v. *Rapid R. Co.,* 124 Mich. 591, 96 N. W. 925; *Townsend* v. *N. Y. Central Rd. Co.,* 56 N. Y. 295; *Cory* v *Cincinnati, etc. R. Co.,* 3 Ohio Dec. (Reprint) 82; *N. Y., etc. Ry. Co.* v. *Bennett,* 50 Fed. 496; *McKay* v. *Ry. Co.,* 34 W. Va. 65; *Peabody* v. *Navigation Co.,* 21 Ore. 121. The reason for this rule, it has been stated, is found in the impossibility of operating railways on any other principle, taking into consideration the convenience and safety of other passengers, and the proper security of the company in collecting fares. But irrespective of the rule stated above, it is held that a passenger who has been ejected because the ticket presented by him is invalid, where such invalidity is due to the negligence of an agent of the carrier, may recover for injuries sustained by him by reason of such ejection. In some jurisdictions these damages are recoverable only in an action for breach of the contract to carry: *Lexington & E. R. Co.* v. *Lyons,* 104 Ky. 23, 46 S. W. 209; *Western Md. R. Co.* v. *Stocksdale,* 83 Md. 245, 34 Atl. 880; *McKay* v. *Ohio R. Co.,* 34 W. Va. 65. But in others, damages are recoverable in an action of tort for the ejection itself: *Ellsworth* v. *C. B. & Q. R. Co.,* 95 Ia. 98, 63 N. W. 584; *Yorkton* v. *V. M. S. S. & W. R. Co.,* 62 Wis. 370, 21 N. W. 516; *Head* v. *Ga. Pac. R. Co.,* 79 Ga. 358; *Louisville, etc. R. Co.* v. *Hine,* 121 Ala. 234, 25 So. 857; *Hot Springs R. Co.* v. *Deloney,* 65 Ark. 177, 45 S. W. 351; *Sloane* v. *Southern Cal. R. Co.,* 111 Cal. 668, 44 Pac. 320.

CONSTITUTIONAL LAW—RACE DISCRIMINATION IN SELECTION OF JURY.—Defendant, a negro charged with embezzlement, challenged the regular panel of jurors on the ground of discrimination against the negro race in its selection, and it was quashed. Then he challenged the special panel on the same

ground. To rebut the challenge the deputy sheriff who selected and summoned the panel was put on the stand. He denied any discrimination in the selection of jurors. On cross-examination the defendant's counsel asked the witness, "You have stated that you have been deputy sheriff for eight years, now state whether or not you have selected any colored men as jurors in this court or any of the courts of the county during this time?" State's objection to this question was sustained. Defendant rested and was convicted. *Held,* that this ruling was reversible error, and new trial granted. *Bonaparte* v. *State* (Fla. 1913) 61 So. 633.

For the purpose of discrediting witnesses a wide range of cross-examination is allowed as matter of right. *Wallace* v. *State,* 41 Fla. 547; *Stewart* v. *State,* 58 Fla. 97. When the presumption that the officers have legally discharged their duty in selecting and summoning the jurors is overcome by uncontroverted testimony, and no evidence is offered to show there was no legal discrimination by the officers in selecting and summoning the juries, the challenge should be sustained. *Montgomery* v. *State,* 55 Fla. 97. The principal case goes a step farther than this in holding that an admission by the deputy sheriff, that in eight years' service he had never summoned a negro juror, would be material and would go far toward impeaching his testimony that he had not discriminated in selecting the jurymen in question. Recent decisions in several other states have not gone so far. *Lewis* v. *State,* 91 Miss. 505, 45 So. 360; *Eastling* v. *State,* 69 Ark. 189; *Hubbard* v. *State,* 43 Tex. Crim. Rep. 564. One feature which may help to differentiate the principal case from the others cited is that here there was undisputed testimony that there were in the county more than 1000 negroes qualified to act as jurors.

CORPORATIONS—RIGHTS OF PLEDGOR OF STOCK.—The plaintiff pledged certain stock as collateral security for a note. During the time the pledgee held the stock, a 40% dividend was declared payable in cash or in stock as each shareholder might elect. The plaintiff made no election and the pledgee elected to take the stock dividend. The plaintiff sought to redeem the stock and to have the stock dividend treated as a conversion and its value set off against the amount due on the note. *Held,* that in an action in equity to redeem, the plaintiff cannot treat the stock dividend as a conversion on the ground that a cash dividend should have been chosen, but he will be allowed to redeem his original stock with all increment. *Whitney* v. *Whitney Bros. Co. et al.* (Wis. 1913) 140 N. W. 35.

When a dividend is declared on pledged stock, payable in cash or stock as the shareholder may elect, is the right of election in the pledgor or in the pledgee? The principal case suggests the question, but a direct answer was not necessary to the decision. There seems to be no direct authority on the point. In the absence of restrictive statutes, the pledgee of certificates of stock, indorsed and transferred on the books of the company, has a right to vote at its meetings. The right to vote the stock is an incident of the pledge. COLEBROOKE, COLLATERAL SECURITIES, 493; JONES, COLLATERAL SECURITIES, § 441. In several states it is provided by statute that a pledgor of stock may